



DEPARTMENT OF THE NAVY
BUREAU OF MEDICINE AND SURGERY
2300 E STREET NW
WASHINGTON DC 20372-5300

IN REPLY REFER TO

BUMEDINST 5760.5
BUMED-31
8 Oct 97

BUMED INSTRUCTION 5760.5

From: Chief, Bureau of Medicine and Surgery

Subj: RED CROSS FUNCTIONS

Ref: (a) SECNAVINST 5760.1C
(b) MANMED article 1-20
(c) BUMEDINST 4001.4A
(d) BUMEDINST 5430.7
(e) BUMEDINST 6320.66A
(f) U.S. Navy Regulations, article 0816

Encl: (1) Sample Format for American Red Cross (ARC) Memorandum of Understanding (MOU)

1. Purpose. To provide information concerning American National Red Cross programs and services within Navy Medical Department activities.

2. Background. Reference (a) provides uniform policy and procedures governing the status and services of Red Cross personnel assigned to duty with the Navy and Marine Corps. References (b) through (f) provide further guidance for Navy Medical Department activities.

3. Program of Services to Hospitalized Patients and Their Dependents. The mission of the Red Cross includes assisting and supplementing the Armed Forces with programs relating to the health, welfare, and morale of military personnel and their families. The Red Cross services that are available to able-bodied personnel are also provided to patients in military hospitals; however, because of the special needs of hospitalized patients, the following additional services may be provided:

a. Furnishing appropriate articles for the comfort of patients when such articles are not otherwise available.

b. Visiting with patients, especially those having no friends or relatives in the vicinity.

c. Assisting with the letter writing, shopping, and wrapping and mailing of packages for patients who are unable to perform such activities for themselves.

d. Providing limited recreational activities, such as games, music, and hobbies adapted to the capacities of patients and appropriate to the medical treatment plan.

e. Providing for the reception and comfort of relatives of seriously ill patients.

f. Assisting patients and their families in resolving problems created or intensified by illness.

g. Helping patients with plans and arrangements for convalescent leave.

h. Assisting patients with future planning when they are being separated from military service for medical reasons.

i. Providing information about Government benefits and community resources, and assisting in making application if indicated.

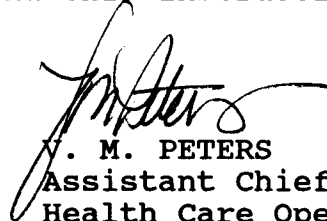
4. Direct Health Care Services in Navy Medical Department Activities. The Red Cross program of services includes supplementing and assisting in the provision of health care in Navy Medical Department activities. The two primary volunteer areas of involvement are:

a. Direct Care Providers. Physicians, dentists, registered nurses, and other professionals who provide a range of clinical services commensurate with their professional training; who have complied with the credentialing requirements of the Navy Medical Department activities, and who have received appropriate clinical privileges. These volunteers will participate in command quality assurance activities in connection with the granting, evaluation, and reviewing of their clinical privileges.

b. Ancillary Clinical Support Personnel. Those volunteers who provide direct or indirect clinical support through chair side or bedside assistance, receptionist and records management activities, patient education activities, etc. This group works under the direct supervision of active duty clinical personnel.

5. Volunteers. All volunteers in Navy Medical Department activities must enter such activity via the Red Cross Program. The station manager or designee of the Red Cross Unit in the Navy Medical Department activity is responsible for coordinating the activities of Red Cross volunteers. These activities will be mutually arranged and agreed upon by the using facility and the Red Cross. A written MOU following the guidance and format of enclosure (1) shall be executed between all Navy Medical Department activities that use Red Cross volunteers and the Red Cross.

6. Action. Commanding officers, commanders, and officers in charge shall comply with the policies and procedures in references (a) through (f) and this instruction.


V. M. PETERS
Assistant Chief for
Health Care Operations

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SAMPLE FORMAT FOR
AMERICAN RED CROSS (ARC) MEMORANDUM OF UNDERSTANDING (MOU)

MEMORANDUM OF UNDERSTANDING
BETWEEN
(NAME AND ADDRESS OF MEDICAL DEPARTMENT ACTIVITY)
AND
AMERICAN RED CROSS (ARC) CHAPTER

1. This is an MOU between the (name of Medical Department activity), hereinafter referred to as Medical Department activity and the ARC Chapter, whereby the ARC Chapter will provide ARC volunteers to assist the Medical Department activity in providing service to military beneficiaries.

2. This MOU is mutually beneficial. The ARC volunteers will provide the Medical Department activity with a reasonable means of augmenting its staff to increase efficiency in mission accomplishment. The ARC volunteers will receive job-related training and on-the-job experience.

3. Responsibility

a. The Medical Department activity must:

(1) Designate a chairperson for ARC volunteers to work closely with the director of ARC volunteers to coordinate the assignment of ARC volunteers to the Medical Department activity; assign ARC volunteers to work areas within the facility; and serve as a single point of contact for ARC volunteer matters.

(2) Orient the ARC volunteers to familiarize themselves with the activity, work assignment, and the activity's regulations, policies, procedures, etc.

(3) Specify training to be provided in addition to orientation. This should be determined during formulation of the MOU. If training is to be provided, this subparagraph should specify the type, the duration of the training, and those training resources that will be provided by the Medical Department activity. If no training is to be provided, omit this subparagraph.

(4) Provide day-to-day supervision of each ARC volunteer in the volunteer's assigned work area.

(5) Provide a copy of the National Framework In Which Volunteers May Give Service (attachment 1) and review with each ARC volunteer before work assignment.

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(6) Assist in the recruitment of ARC volunteers as requested by the director for ARC volunteers.

b. The ARC Chapter must:

(1) Recruit ARC volunteers for assignment to the Medical Department activity.

(2) Designate a director of ARC volunteers to coordinate with the Medical Department activity chairperson, their assignment to the activity, and to discuss and resolve other matters of mutual concern regarding the volunteers.

(3) Cooperate with the chairperson for ARC volunteers to ensure only the duties specified in the MOU and approved by the Medical Department activity are performed by assigned volunteers.

4. Duties and Responsibilities of ARC Volunteers

a. Examples of specific duties and responsibilities

(1) Chair side assisting in all dentistry disciplines

(a) Pass dental instruments.

(b) Prepare dental materials.

(c) Vacuum the oral cavity.

(2) Assisting in the central sterilization room

(a) Clean instruments.

(b) Pack and wrap instruments in tray seats.

(3) Assisting at the reception and appointment desk

(a) Answer telephones and take and relay messages.

(b) Schedule appointments.

(c) Retrieve and file patient records.

(4) Perform other duties, as directed, when not performing specific duties as long as these duties do not conflict with the prohibitions contained in this MOU and comply with the National Framework In Which Volunteers May Give Service (attachment 1).

(b) All duties performed by ARC volunteers must be mission-related and shall not include policy-making activities.

(c) Duties must be performed under the day-to-day supervision and control of designated Medical Department activity personnel.

(d) If ARC volunteers will be involved in direct patient care, they must be included in the quality assurance and risk management (QA/RM) process. Their involvement should be addressed in this subparagraph. If this subparagraph is not needed, omit and renumber remaining subparagraph. Recommend QA/RM statement, "ARC volunteers involved in direct patient care must participate in the Medical Department activity's QA/RM programs. The participation will include a review of all charts in addition to all other requirements of the program."

(e) The ARC volunteers must not receive compensation for subject services from any agency of the United States, the ARC, or any other entity.

5. Liability

a. Liability Paragraph for CONUS Activities. "American Red Cross volunteers performing gratuitous support to Government personnel in delivering services to Armed Forces personnel and beneficiaries pursuant to this MOU, are "employees" of the United States for the purposes of the Federal Tort Claims Act (FTCA), when the proper conditions, as outlined in the MOU between the Department of Justice and the Department of Defense on the subject of "Status of Certain ARC Volunteers," dated 20 November 1990, incorporated and made a part of this agreement, exist. To the extent that Red Cross volunteers are considered employees of the United States, the provisions of the Federal Tort Claims Act (FTCA), Title 28, United States Code, section 2679 will apply. Tort liability for paid and unpaid personnel of the Red Cross engaged in Red Cross functions conducted under the direction and control of the Red Cross are responsibilities of the Red Cross; for all purposes, including tort liability, these personnel are not, under Title 10, United States Code, section 2602(e), "employees of the United States." Aside from the applicability of the FTCA, as outlined above, there is no agreement or understanding between the parties regarding the liability or indemnification of Red Cross Volunteers."

b. Liability Paragraph for OCONUS Activities

(1) The FTCA provides the remedy against the United States for injury or death resulting from the negligent or wrongful act of any employee of the Government while acting within the scope of their employment is exclusive of any

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other civil action for money damages by reasons on the same subject matter against the employee whose act or omission gave rise to the claim (Title 28, United States Code, section 2679(b)(1)).

(2) The FTCA does not apply to claims arising in a foreign country (Title 28, United States Code, section 2680(k)).

(3) Absolute immunity for DoD health care providers in common law tort cases is premised upon the Gonzalez Act (Title 10, United States Code 1089) and the Westfall Act (Title 28, United States Code, sections 2671, 2674, and 2679) formally known as the Federal Employees Liability Reform and Tort Act. When applicable, these laws provide the exclusive remedy for the case under consideration is against the United States under the FTCA.

(4) The Gonzalez Act does not immunize health care personnel serving outside the United States. Subsection (f) of the Gonzalez Act authorizes DoD to indemnify (hold harmless) or provide liability insurance for its health care personnel serving overseas in the event they are sued for malpractice.

(5) The Westfall Act, in contrast, states the sole and exclusive remedy for the negligent acts or omissions of any Federal employees is the FTCA. The Westfall Act applies to personnel outside the United States, United States v. Smith, 499 U.S. 160, 111 Supreme Court 1180 (1991), even when the FTCA itself precludes Government liability.

(6) With the advent of the Westfall Act, the Gonzalez Act mainly serves to protect foreign-based military personnel against malpractice suits filed against providers in the provider's individual capacity in foreign courts. In such instances, the Gonzalez Act does not remove the provider from the action, however, it provides a mechanism to indemnify the provider for any costs that might be incurred defending such action. This protection is implemented within the Department of the Navy by SECNAVINST 6300.3.

(7) Current and former Government employees may request representation by Department of Justice (DOJ) attorneys. The request will be approved if DOJ determines the employee was acting within the scope of his or her employment at the time of the acts giving rise to the lawsuit and representation is considered in the best interests of the United States.

(8) "Employee of the Government" includes officers or employees of any Federal agency, members of the military or naval forces of the United States, ..., and persons acting on behalf of a Federal agency in an official capacity, temporarily or permanently in the service of the United States, whether with or without compensation" (Title 28, United States Code, section 2671).

(9) Claims arising in a foreign country from injuries caused by negligent acts or omissions of DoD health care providers are typically adjudicated under the Military Claims Act (or depending upon status of the claimant, the Foreign Claims Act). These acts provide an administrative process which generally mirrors the FTCA, however, the Military Claims Act provides no right to sue. If the claimant is dissatisfied with the adjudication process, an appeal to the next higher adjudication authority exists (in DoD, SECNAV, or SECNAV's designee).

(10) ARC volunteers performing gratuitous support to Government personnel in delivering services to Armed Forces personnel and beneficiaries pursuant to the MOU between DOJ and DoD on the subject of "Status of Certain American Red Cross Volunteers," dated 20 November 1990, hereinafter referred to as "ARC MOU," incorporated and made a part of this agreement by reference, are "employees" of the United States for the purposes of the FTCA, when the proper conditions, as outlined in the ARC MOU, exist. To the extent that ARC volunteers are considered employees of the United States, the provisions of the FTCA, Title 28, United States Code, section 2679 will apply.

(11) Tort liability for paid and unpaid personnel of the Red Cross engaged in Red Cross functions conducted under the direction and control of the Red Cross are responsibilities of the Red Cross; for all purposes, including tort liability, these personnel are not, under Title 10, United States Code, section 2602(e), "employees of the United States."

(12) ARC volunteers performing gratuitous support to Government personnel in delivering services to Armed Forces personnel and beneficiaries pursuant to the ARC MOU are "employees" of the United States for the purposes of the FTCA, when the proper conditions, as outlined in the ARC MOU, exist. To the extent that ARC volunteers are considered "employees of the United States," SECNAV has discretion per subsection (f) of the Gonzalez Act to indemnify (hold harmless) ARC volunteers serving overseas in the event they are sued in a foreign court for malpractice. Application of the Gonzalez Act to hold ARC volunteers harmless in these prescribed circumstances would be consistent with the purposes of the ARC MOU; however, SECNAV

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has not entered an agreement or understanding in this regard. Application of the Gonzalez Act to hold ARC volunteers harmless is a matter within the discretion of SECNAV.

(13) Aside from the applicability of the FTCA, as outlined above, there is no agreement or understanding between the parties regarding the liability or indemnification of ARC volunteers.

6. Media coverage. The Medical Department activity and ARC chapter will be well identified in all media as collaborators in services by this MOU.

7. Effective Period. The effective period of this MOU is from (date) through (date).

8. The principals must ensure this MOU is interpreted, understood, and carried out by all those involved. The MOU should be reviewed annually and may be renewed on a year-to-year basis by mutual, written agreement of the principals. Also, the MOU may be terminated by either principal at any time, 30 days following receipt of written notification.

Signature and Date
Title
Medical Department Activity
Address

Signature and Date
Title
ARC Chapter
Address

**NATIONAL
FRAMEWORK
IN WHICH
VOLUNTEERS
MAY GIVE
SERVICE**



American Red Cross

Attachment 1 of
Enclosure (1)

National Framework in Which Volunteers May Give Service

A framework has been established in which volunteers may give service. The framework comprises certain criteria that have been developed to protect both the Red Cross and the volunteers who serve through the organization. All volunteers must be informed of the content of this framework for their own as well as the organization's protection.

In making service available to the community, Red Cross volunteer leadership will review the framework and approve any resulting plan for Red Cross volunteers to give service to the community through a chapter, a Blood Services region, or a military installation.

The chairman of the sponsoring service or office is responsible for presenting the plan to chapter, region, or military installation management. This plan will—

1. Include a written agreement with the utilizing agency or installation that will be reviewed annually by local Red Cross management, including the unit's own legal counsel, when appropriate. (See attached sample.)
2. Include the tasks to be performed by the volunteers along with any specific training plans.
3. Include orientation to the Red Cross and to the utilizing agency or institution.
4. Establish clearly who will provide supervision and personnel support for the volunteers in each phase of their service activity.
5. Ensure that the volunteers are visibly identified with the Red Cross by use of the appropriate emblem(s).
6. Ensure that the Red Cross and other agencies and institutions involved in the collaborative effort are identified in all publicity releases.
7. Ensure that a volunteer will be given every consideration in placement, recognizing that physical limitations must be considered in relation to the demands of the tasks and that alternative assignments will be explored with the volunteer. It is a corporate policy in the Red Cross to provide volunteer staff with the same protection provided to paid staff under the 1990 Americans With Disabilities Act. This act broadly defines disabilities. Examples include but are not limited to physical impairments, psychological disorders, AIDS, and other serious diseases.
8. Ensure that every Red Cross volunteer has adequate information about protection against personal liability.

Volunteers working under the supervision and control of the Red Cross are insured under the policies maintained

by the Red Cross. It is the position of the American Red Cross that volunteers working under the supervision and control of a federal agency or institution are protected under the federal government's statutory authority. When working in a nonfederal agency or institution, however, the volunteers serve under the supervision and control of that agency and should be insured against liability by that agency.

RESPONSIBILITY OF VOLUNTEERS

Red Cross volunteers will—

1. Provide Red Cross service to people without regard to race, color, sex, religion, national origin, age, or handicap.
2. Wear appropriate Red Cross identification and or uniform, as specified by unit personnel policies.
3. Be receptive to training that will make them more aware of the social and physical needs of the clients being served.
4. Support and supplement the work of other paid and volunteer staff.
5. Respect confidentiality of all information pertaining to the worksites in which they volunteer or pertaining to recipients of the service.
6. Be fully qualified, licensed under applicable local laws, and wear seat belts when driving a Red Cross vehicle. It is required that volunteer drivers hold a current Red Cross first aid certificate.
7. Have automobile liability and physical damage insurance on their own cars, which meet the minimum requirements of the state in which the car is registered, when driving them on Red Cross assignments.
8. Accept and transmit funds only in accordance with Red Cross policy.
9. Write checks for the Red Cross only when authorized to do so.
10. Conform to public health regulations for food handlers when serving or handling food, and observe the requirements of the local public sanitation codes.
11. Furnish, when required by the agency or institution, a physician's statement indicating ability to carry out the duties of the volunteer assignment.
12. Follow universal precautions to prevent infection by blood pathogens in situations where there is possible exposure to blood and other potentially infectious body fluids.
13. Follow appropriate infection control procedures to prevent infection by waterborne or airborne pathogens.

LIMITATIONS FOR ALL VOLUNTEERS

Red Cross volunteers will not—

1. Accept remuneration of any kind from any Red Cross unit in exchange for services. The Red Cross may reimburse for out-of-pocket expenses.
2. Sell or promote the sale of any article or service for another agency or concern when serving as a Red Cross volunteer.
3. Publicly use their Red Cross affiliation in connection with partisan politics, religious matters, or community issues contrary to the position taken by the Red Cross.
4. Use Red Cross funds to pay for alcoholic beverages.
5. Assume responsibility for the drafting of a will or other legal instrument. Volunteers may assist by contacting the client's attorney to schedule an appointment for the client.
6. Commit resources of the Red Cross, agency, or institution without prior approval to do so by the appropriate management personnel.

Some activities, although not strictly prohibited, may require consideration of community sensitivity before establishing a precedent. (One such activity would be volunteer involvement in sponsoring or assisting in activities in which cash prizes are awarded.)

LIMITATIONS FOR VOLUNTEERS IN MEDICAL OR HEALTH CARE SERVICES OR IN MEDICAL OR HEALTH CARE FACILITIES

Red Cross volunteers will not—

1. Give medicine or medical advice.
2. Make a diagnosis or prescribe treatment.
3. Perform oral prophylaxis.
4. Perform therapeutic treatment.
5. Operate X ray or other therapeutic and diagnostic equipment.
6. Carry out any procedures requiring sterile techniques, including preparing the arms of blood donors prior to or after the venipuncture procedures.
7. Give care to patients with active "airborne" communicable diseases.
8. Dispense food or fluids other than those specifically ordered for patients.

The above regulations do not apply to volunteers who are professionally trained or educated and currently licensed and/or certified and **who meet the certification**

requirements for their profession set forth by the credentials committee of the civilian or federal health care facility or service. Such volunteers are encouraged to carry malpractice insurance for their own professional and personal protection if they provide services outside their Red Cross volunteer activities.

THE RED CROSS IN COLLABORATION WITH HEALTH AGENCIES AND ORGANIZATIONS IN THE PUBLIC AND PRIVATE SECTOR

Red Cross volunteers may be called on to participate in programs for the community that are collaborative efforts with other agencies and organizations. Volunteers may provide emergency preparedness, health promotion, and disease prevention services within the chapter or military installation or in other agencies or organizations. They may also serve in community and proprietary health facilities.

The local Red Cross unit will respect other agencies' and institutions' restrictions placed on volunteers. Both the Red Cross unit and the service or facility should ensure that volunteers will provide the best possible services. Duties, training, time commitments, and performance standards as well as restrictions should be written into the agency agreement.

Attached is the text of a suggested agreement for a local Red Cross unit and the utilizing agency or institution.

SUGGESTED TEXT (WITH COMMENTS) OF AN AGREEMENT BETWEEN THE RED CROSS AND ANOTHER AGENCY OR INSTITUTION

This is an agreement entered into by and between the American Red Cross (Red Cross unit name*), hereinafter called the Red Cross, and (name of agency), whereby the Red Cross will provide Red Cross volunteers to assist in delivering services to the people. The Red Cross will recruit and place volunteers for assignments to (agency).

Duties of Red Cross volunteers may include but are not limited to: (List duties to be performed. The duties must comply with the National Framework in Which Volunteers May Give Service, ARC 3309.)

Duties of Red Cross volunteers may not include: (List restriction placed on volunteers by the agency.)

Training to be given by the (name of agency): (Example: orientation to agency, specific skills training and development, etc.)

* Chapter, Blood Services region, or SAF station.

Training to be given by the Red Cross: (Example: New Paid and Volunteer Staff Orientation, available in textbook form as ARC 2477; CPR; first aid, etc.) Additional training to be negotiated with (name of agency).

The (name of agency) will designate a person to supervise and support the Red Cross volunteers and to familiarize them with the agency's regulations and policies. The Red Cross will designate a chairperson to work closely with this individual. The designee of the agency and the Red Cross will cooperate to maintain service standards and to see that only the duties approved by the Red Cross and (name of agency) are performed by the Red Cross volunteers who are assigned to (name of agency).

The Red Cross and (name of agency) will be identified in all media as collaborators in services to the community.

The (name of agency) will indemnify and hold harmless the Red Cross, its agents, and Red Cross volunteers against and from all claims and liabilities arising from the functions performed under this agreement. [This paragraph may be omitted when placing volunteers with a federal agency. In the event the agency has no liability insurance that would protect volunteers and if it concludes that it cannot give an indemnity agreement, the Red Cross should reconsider placement of volunteers in the agency.

If the Red Cross decides to place volunteers in the agency, the paragraph should be omitted, the volunteers informed that their liability exposure is not protected by the Red Cross or the agency, and the following paragraph should be included in the agreement.

The Red Cross assumes no liability to
(name of agency), the Red Cross volunteers, or
the public for claims arising from the
function performed under this agreement.]

The Red Cross and (name of agency) will ensure that this agreement is interpreted, understood, and carried out by all of those involved. The agreement will be reviewed annually and may be terminated by either the Red Cross or (name of agency) at any time, giving a 30-day written notice.

Date: _____

Signed: _____
(agency representative and title)

(name of agency)

Date: _____

Signed: _____
(chapter, Blood Services region, or station chairman and /or manager)

(chapter, Blood Services region, or station)

Note: Agreements involving transportation programming must adhere to requirements outlined in the *Risk Management Guide to Corporate Insurance and Loss Control* (ARC 549), which when updated and republished, will become known as *The Corporate Risk Management and Insurance Program* (ARC 549).